

SERVICE ORDER FORM

September 12, 2019

Rosetta Stone Contact:
 Lee Ann Sheridan
 Field Territory Manager - K12
 Phone: (714) 329-5470
 Email: lsheridan@rosettastone.com

Customer Shipping Address:

Tandy Taylor
 Director Curriculum, Instruction, & Assessment
 Cypress School District
 9470 Moody St
 Cypress, CA 90630
 US

Contact Phone: (714) 220-6920
 Contact Email: ttaylor@cypsd.org

Customer Billing Address:

Tandy Taylor
 Director Curriculum, Instruction, & Assessment
 Cypress School District
 9470 Moody St
 Cypress, CA 90630
 US

Billing Contact: _____
 Billing Contact Phone: _____
 Billing Contact Email: _____

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
<p>Rosetta Stone English for Education is a fixed term license for online access to the Rosetta Stone Foundations for K-12 (Silver) solution, and includes initial language aptitude placement test (grades 6-12), student activities, and teacher guides in all commercially available levels for use on Windows and Mac computers and access to all product-specific mobile applications for iOS or Android devices (the "License").</p> <p>The License includes enhanced implementation, product training, four (4) online training sessions and one (1) onsite training session, access to The Bridge, an online global community for learning and sharing best practices for educators using Rosetta Stone and Family Connection, a specialized weekly communication for parents in Spanish. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.</p> <p>Professional Development services must occur within the activation period or term of the underlying license. If Customer does not schedule and utilize purchased Professional Development services within that period, Rosetta Stone's obligation to provide such services will terminate.</p> <p>The first unused Professional Development session will expire 6 months from Activation, with an additional session expiring every two (2) months thereafter. For multi-year licenses which include additional Professional Development sessions, the first session will expire 6 months from the date or renewal with an additional session expiring every two (2) months thereafter.</p>	125	USD 130.00	USD 16,250.00
Sub Total			USD 16,250.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 16,250.00
Notes			
<ul style="list-style-type: none"> Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only. 			

Pricing is valid through September 30, 2019.

TERM AND TERMINATION

This Order Form becomes effective upon its execution by both parties. The service activation date for the Licenses described above is September 16, 2019. If the activation date is within 30 days of the date of Customer's signature on this Order Form, the Licenses shall have an initial term of 13 months from the activation date. This 13 month term is applicable to new online subscription clients only. If the activation date requested by Customer is more than 30 days after Customer's signature date, then the License term shall be 12 months from the requested activation date. The term of this Order Form is renewable for a 12 month term upon mutual written agreement of the parties.

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Agreement forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Agreement, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Agreement for any reason, all rights granted to you hereunder shall terminate, and you shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Agreement, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

INVOICING AND PAYMENT TERMS

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon execution of this Order Form by both parties. Invoices are payable on Net 45 day terms, F.O.B. Origin.

ACCEPTANCE

This quote also serves as an order form. In placing this order, customer accepts the terms and conditions described in the Enterprise License Agreement, available at www.rosettastone.com/agreements. Please fax quote along with any applicable purchase order to 540-437-2843.

I (the Customer) have read and accept the Enterprise License Agreement (ELA). The ELA, together with this Rosetta Stone Order Form ('Order Form') constitute the entire Agreement between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ENTERPRISE LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

ROSETTA STONE LTD.

By: _____

Authorized Signing Authority

Printed Name/Title

Date

CYPRESS SCHOOL DISTRICT

By: _____

Authorized Signing Authority

Printed Name/Title

Date